

AGREEMENT  
BETWEEN THE  
CITY OF FAIRVIEW, OREGON  
AND THE  
FAIRVIEW POLICE OFFICERS' ASSOCIATION

July 1, 2013 – June 30, 2016

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## **PREAMBLE**

THIS AGREEMENT is entered into between the City of Fairview, Oregon (hereinafter referred to as the "City"), and the Fairview Police Officers' Association (hereinafter referred to as the "Association").

## **ARTICLE 1 – RECOGNITION**

The City recognizes the Association as the sole and exclusive bargaining agent for all regular, full-time Police Officers, excluding Sergeants, supervisors and confidential employees

## **ARTICLE 2 – NONDISCRIMINATION**

All references to employees in this Agreement designates both sexes, and wherever the male gender is used, it shall be construed to include both male and female.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, sexual orientation, religion, national origin, union affiliation, political affiliation, mental or physical handicap or disability--except as provided by law. Grievances arising concerning this section shall not be subject to arbitration under Step 4 of Article 9. An employee can file a complaint with an administrative agency or court within the applicable time limits, and if the employee does so, no grievance related to the matter may be filed under Article 9 of this Agreement, or if one is filed, then it will be withdrawn.

## **ARTICLE 3 – CITY SECURITY**

### **3.1 No Strike**

The Association agrees that employees covered by this Agreement shall not engage in a work stoppage, slowdown or strike.

Upon receiving notice of such activity, whether authorized or not, the Association shall take all reasonable steps to terminate the activity and induce the participating employees to return to work.

### **3.2 Unlawful Work Action**

Any employee engaging in any illegal work action, work stoppage, slowdown, or strike shall be subject to immediate dismissal by the City without any right to any of the benefits provided for under this Agreement, except the right to file a grievance beginning at Step 2 of Article 9. Such grievance will include a determination of just cause.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

Except as specifically limited in this Agreement, the City shall have all legal and customary rights including, but not limited to, the exclusive right to:

- A. Determine the mission of its departments, divisions, boards, and commissions, and set all standards, types, and frequency of service;
- B. Exercise complete control and discretion over its organization, operations, and the technology of performing its work;
- C. Determine the procedures and standards of selection for employment and promotion;
- D. Direct and supervise employees, including the right to hire and to discipline or discharge for cause, and relieve employees from duty;
- E. Establish and administer the fiscal budget;
- F. Determine and direct the evaluation of employee performance, including the methods and procedures to be used;
- G. Determine and direct all necessary actions to carry out its mission in emergencies and other situations of unusual or temporary circumstances; and
- H. Maintain the efficiency of its operation and determine the means, methods, and personnel by which such operations are to be conducted.

The rights of employees in the bargaining unit and of the Association are limited to those under state law and those specifically set forth in this Agreement. The City retains all authority, powers, privileges, and rights not specifically limited by the terms of this Agreement, provided any bargaining obligation arising from ORS 243.650-672 is satisfied.

Nothing herein shall be considered a waiver of the Association's right to collectively bargain over changes in mandatory subjects of bargaining.

## **ARTICLE 5 – ASSOCIATION SECURITY/BUSINESS**

### **5.1 Payment in Lieu of Dues**

Any employee who is a member of the bargaining unit and has not joined the Association within 30 days of becoming an employee, or who has joined within such time and then withdrawn from membership after such 30 days, shall have deducted from his/her pay by the City a monthly service fee in the uniform amount of a payment in lieu of dues to the Association. The payment in lieu of dues shall be segregated by the Association and used on a pro-rata basis solely to defray the cost of its services rendered in negotiations and administering this Agreement. Such

deduction shall be made only if the accrued earnings are sufficient to cover the service fee after all other authorized payroll deductions have been made.

## **5.2 Religious Objections**

Any individual employee objecting to the payment in lieu of dues based on a sincerely held religious belief or bona fide religious tenets or teachings of a church or religious body of which such employee is a member, is required to inform the City and the Association of his/her objection. The employee will meet with the representatives of the Association and establish a mutually satisfactory arrangement for a contribution of an amount of money equivalent to the above-mentioned payment in lieu of dues to a charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof to the City that such an arrangement has been accomplished, per ORS 243.666(1).

## **5.3 Check-Off**

The City will deduct Association dues from the wages of employees when so authorized and directed in writing by the employee on the authorization form provided by the City.

Any authorization for the payroll deductions may be canceled by any employee upon written notice to the City and the Association prior to the 15<sup>th</sup> day of each month, to be effective on the 1<sup>st</sup> day of the following month.

The City will not be held liable for check-off errors, but will make proper adjustments with the Association for errors as soon as is practical. It is also agreed that neither any employee nor the Association shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within 45 calendar days after the date such deductions were or should have been made.

## **5.4 Indemnification**

The Association agrees to indemnify and hold the City harmless against any and all claims, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

## **5.5 Visits by Association Representatives**

The City agrees that authorized Association representatives, who are currently certified in writing to the City, and have obtained approval of the City Administrator or the Chief of Police, may have reasonable access to City premises during working hours for assisting in the administration of this Agreement or conducting official Association business. Any anticipated visit with working employees shall require this approval which shall not be unreasonably denied.

## **5.6 Bulletin Board/Pagers/Mailboxes**

The City agrees to furnish space for a suitable bulletin board to be used by the Association. The Association shall limit its posting of notices and bulletins to such bulletin board and shall limit its posting to official Association business. There shall be no objectively derogatory comments placed on the bulletin board. Also, the Association shall be permitted to use City pagers and mailboxes for Association business to the extent that such use is de minimus and does not create extra expense to the City.

## **5.7 Business**

Up to two (2) members of the bargaining unit-selected to serve as authorized representatives shall be certified in writing by the Association to the Chief of Police. When authorized in advance, one (1) representative shall be granted time off without loss of regular pay for the purpose of meeting with City representatives. Employees may attend quarterly Association meetings within City limits, on duty, subject to call, when previously authorized by the Chief of Police.

A grievant shall be allowed to attend required grievance hearings, including arbitration hearings, without loss of regular pay. Time spent attending such meetings shall not be considered time worked for purposes of computing overtime.

## **5.8 Contract Negotiations**

The Association's negotiating team may be comprised of more than two (2) employees; provided, however, that: (1) no more than two (2) employees shall be on duty and paid by the City; and (2) the attendance of those two (2) employees shall not result in the City paying overtime or adversely impact the City's ability to adequately staff the Police Department.

The date, time and place for negotiating sessions shall be established by mutual agreement between the parties. The Association's attorney may participate in negotiating sessions at the Association's discretion.

## **5.9 Special Conferences**

Up to two (2) members of the bargaining unit may be allowed to attend conferences directly related to Association matters, provided the City receives sufficient advance notice of the date of such conferences and the approval of the Chief of Police is obtained. When leave is approved for this purpose, the employee will attend on his own time.

## **ARTICLE 6 – PERSONNEL FILES**

### **6.1 Material in File**

No material, in any form, which can reasonably be construed, interpreted, or acknowledged to be derogatory, shall be placed in the employee's personnel file unless s/he has been allowed to read such material.

### **6.2 Written Response**

The employee may respond in writing to any item placed in the personnel file. Any written response will become a part of the file if it is received by the City within ten (10) calendar days of the date of the item that is placed in the personnel file.

### **6.3 Access**

Any employee upon his/her request shall have access to his/her personnel file and shall have the right of reproduction of his/her personnel file in full or in part. Authorized supervisory, management and administrative employees of the City; government agencies; courts; and attorneys representing the City shall also have access to personnel files. Personnel file information will not be disclosed to others without the written consent of the employee, unless the City is required to do so by law. If the employee has not provided written consent, and the City is required to respond to a request for personnel file information by an individual or organization not identified in this Section 6.3, the City shall provide the employee with ten (10) calendar days' notice prior to disclosure. If the City is required to respond to a request for personnel file information within ten (10) calendar days or less, the City shall provide notice to the employee within twenty-four (24) hours of the request, or as soon as reasonably practicable, prior to disclosure.

### **6.4 Discipline Records**

Upon an employee's request at least three (3) years after a disciplinary action, documents associated with the disciplinary action may be removed from his/her personnel file, as long as no other disciplinary action has been taken within that time. The request shall be initially be submitted in writing to the Chief of Police for a decision on whether or not to remove the documents associated with the disciplinary action. The removal request shall not be unreasonably denied. The employee may appeal the denial of his/her request to the Fairview City Administrator, who will not unreasonably deny the request. The reasonableness of a denial by the City Administrator is subject to challenge under Article 9.

## **ARTICLE 7 – SENIORITY**

### **7.1 Definition**

“Seniority,” as used in this Agreement, is determined by the length of the employee’s continuous employment with the Fairview Police Department since the last date of hire. When an employee takes a leave of absence without pay for more than 30 consecutive calendar days, the time spent on leave does not count toward seniority accrual, except as otherwise allowed by state and federal statutes.

### **7.2 Loss of Seniority**

An employee shall lose all seniority in the event of discharge or voluntary termination.

## **ARTICLE 8 – LAYOFF AND RECALL**

In the event of layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. Any employee who is to be laid off shall be given a position in a lower classification in the bargaining unit, if such exists, providing the employee has greater seniority than the employee being bumped, and is qualified to perform the requirements of the job. The employee shall bump the employee in the lower classification with the least seniority.

Employees shall be called back from layoff according to seniority in the classification from which the employees were laid off. No new employees shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work; however, in no event shall this provision apply for more than thirty-six (36) months.

It shall be the responsibility of the employees on recall status to maintain a current address on file with the City. The City may notify employees of recall in person, by telephone, or by certified letter mailed to the employee’s last address on file. Any employee who fails to report for work within ten (10) calendar days of such notice shall be removed from the recall list. Once recalled, the employee must pass a pre-employment physical and an updated background check before reinstatement. Such physical and background check will only be required if the employee is laid off more than sixty (60) days. Employees recalled after one (1) year must also pass a psychological examination.

## **ARTICLE 9 – SETTLEMENT OF DISPUTES**

### **9.1 Procedure**

Any dispute concerning the application, interpretation or enforcement of this Agreement shall be resolved in the following manner and sequence:

#### **Step 1**

Within ten (10) calendar days immediately following the date the employee had or should have had knowledge of the grievance, whichever date is earlier, the employee shall first attempt to resolve the dispute informally with his/her immediate supervisor. The employee's supervisor shall attempt to resolve the dispute informally within ten (10) calendar days of his/her discussion with the employee. If the grievance remains unresolved, the affected employee(s) shall present the grievance in writing to the Chief of Police within ten (10) calendar days immediately following the supervisor's response. At this and each subsequent step of the grievance procedure, the written grievance by the Association or employee(s) shall include:

- A statement of the grievance and the factual allegations upon which it is based;
- The section(s) of this Agreement alleged to have been violated;
- The remedy sought; and
- The name and signature of the individual(s) submitting the grievance. This may be an Association representative or the employee.

#### **Step 2**

Within ten (10) days of receipt of the grievance, the Chief of Police will schedule a meeting to discuss the dispute with the grievant and such meeting shall occur within 20 calendar days of the receipt of the grievance by the Chief of Police. The Chief of Police shall render a written decision within ten (10) calendar days following Step 2 meeting. If the grievance remains unresolved, the affected employee(s) shall present the grievance in writing to the City Administrator within (10) days immediately following the response by the Chief of Police.

#### **Step 3**

Within ten (10) calendar days of receipt of the grievance, the City Administrator will schedule a meeting to discuss the dispute with the employee and, if the grievant so requests, a representative of the Association. The meeting shall occur within twenty (20) calendar days of the City Administrator's receipt of the grievance at Step 3. The City Administrator shall render a written decision within ten (10) calendar days following the Step 3 meeting.



#### **Step 4**

If the grievance is not resolved at Step 3, and if the Association wishes to pursue the grievance further, the Association shall submit the grievance to arbitration by written notice to the City Administrator within ten (10) calendar days following the date the City Administrator's response is due or received, whichever is earlier.

The parties may, prior to selecting an arbitrator, mutually agree to have the dispute mediated by the State Conciliation Service.

Unless the parties mutually agree upon an arbitrator, the Association shall, within ten (10) calendar days of its' notice to proceed to arbitration, submit a written request to the Oregon Employment Relations Board that it provide the parties a list of the names of seven (7) arbitrators who are members of the National Academy of Arbitrators with their principal place of residence in Oregon or Washington. Upon receipt of the list, a coin flip shall occur to determine who will strike first, and strikes shall thereafter be alternated until only one name remains. The remaining name shall be the arbitrator.

The arbitrator shall have no power to modify, add to or subtract from the terms of this Agreement and shall be confined to the interpretation and enforcement of this Agreement. The arbitrator's decision shall be in writing and shall be submitted to the parties within 30 calendar days following the close of the hearing. The arbitrator's decision shall be final and binding on the affected employee(s), the Association and the City.

Either party may request the arbitrator to issue subpoenas. The cost of serving a subpoena shall be borne by the party requesting the subpoena. Each party shall be responsible for compensating its own witnesses and representatives during the arbitration hearing. The arbitrator's fee and related court fees shall be borne by the non-prevailing party.

#### **9.2 Time Limits**

All parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such limits, the following shall result:

- A. If the grievant fails to comply with the time limits, the grievance shall be deemed waived.
- B. If the City, at any step, fails to comply with the time limits, the grievance shall proceed to the next step.

Upon mutual written agreement, the parties may waive or adjust the time limits specified herein. The agreement will be committed to writing.-



## **ARTICLE 10 – DISCIPLINE**

### **10.1 Standard for Imposing Discipline**

No employee shall be disciplined except for just cause. Oral reprimands, warnings or counseling are not considered discipline and shall not be subject to the grievance procedures contained in this Article 10. (See Section 10.4 for investigation and interview procedures).

### **10.2 Just Cause Standards**

For the purpose of this Agreement, just cause shall be determined in accordance with the following guidelines:

- A. The employee shall have warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.
- B. If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, with variations allowed based on the actual situations of the alleged misconduct.
- C. The City must conduct a reasonable investigation.
- D. It must be determined that the employee is guilty of the alleged misconduct or act.
- E. The discipline must be appropriate and applied in an evenhanded manner based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the City's operations.
- F. The employee's past employment record shall be considered, based on the severity of the act.

### **10.3 Due Process**

In the event the City believes an employee may be subject to discipline greater than a written reprimand after an investigation is completed, the following procedural due process shall be followed:

- A. The employee shall be notified of the charges or allegations that may subject him/her to discipline;
- B. The employee shall be notified of the disciplinary sanctions being considered;
- C. The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing; and

The affected employee shall have the right to be assisted by an Association representative throughout the disciplinary process.

#### **10.4 Interviews/Investigations**

In the event an employee is interviewed concerning an action which would likely result in disciplinary action other than an oral reprimand, warning, and counseling, the following process shall be followed to the extent circumstances permit:

- A. Prior to the interview, the employee under investigation will receive confidential written notification of the complaint. This notification will include a summary adequately listing the relevant facts. Generally, the employee will be provided such written notification not less than four (4) hours prior to the interview. However, four (4) hour written notification is not required if alleged criminal conduct is involved or if delay will interfere with or jeopardize the investigation. The employee will also be notified that he or she has a right to consult with an Association representative and to have that-or another representative present at the interview.
- B. Interviews shall, to the extent practical, take place at City facilities;
- C. Both parties may tape record the interview, and if either party exercises this right, that party will provide a copy of the tape or transcript to the other party upon their request. The requesting party will be responsible for the cost of transcription and copies.
- D. In any investigation, the employee may be required to answer any questions reasonably related to the subject matter under investigation. The employee may be disciplined for refusing to answer such questions. In no circumstances will an employee be compelled to take a polygraph test, nor will a polygraph test be used to infer truth in any matter under investigation.
- E. In situations involving the use of deadly force, the employee shall have the right to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of deadly force. All employees involved in the use of deadly force shall be provided the opportunity to meet with a psychologist, at the City's expense, for the purpose of debriefing. City and the Association will mutually agree to a psychologist for this purpose. In any event, these meetings shall be covered by the psychotherapist/patient privilege and information disclosed in these meetings shall not be attainable or useable by the City for any purpose;
- F. Only a sworn police officer shall review and forward the complaint to the internal investigation authority;
- G. The internal affairs investigator shall be designated by the Chief;

- H. Employees under investigation shall not be subjected to offensive language, nor threatened with transfer, dismissal, or disciplinary action during an interview. No promise or reward shall be made by the internal investigators as an inducement to answer any questions.

## **ARTICLE 11 – VACATIONS**

### **11.1 Accrual**

Employees will accrue paid vacation leave each pay period based on all compensated hours in accordance with the following schedule. Accrual of vacation begins immediately upon hire. Increases in annual vacation accrual occur at regular intervals on the employee's hire anniversary date.

<b>YEARS OF SERVICE</b>	<b>TOTAL VACATION HOURS EARNED YEARLY</b>
less than 3	80 Hours (prorated)
3 but less than 4	88 Hours
4 but less than 5	96 Hours
5 but less than 7	104 Hours
7 but less than 9	120 Hours
9 but less than 12	128 Hours
12 but less than 14	136 Hours
14 but less than 16	144 Hours
16 but less than 18	160 Hours
18 but less than 22	168 Hours
22 but less than 25	176 Hours
25 or more years	200 Hours

Employees do not accrue vacation when they are on leave without pay.

### **11.2 Maximum Accrual**

An employee's vacation bank cannot exceed current monthly vacation hour accruals multiplied by twenty-four (24) months.

### **11.3 Death or Termination**

When a regular employee terminates employment for any reason, voluntary or involuntary, he/she will be paid for all vacation leave accrued to the date of termination. If the employee resigns or is terminated prior to the completion of the Field Training Program, the employee will not receive any accrued, unused vacation pay.

In case of death, compensation for accrued, unused vacation leave shall be paid in the same manner that salary due the decedent is paid.

### **11.4 Scheduling**

All vacation leave shall be scheduled and taken in accordance with the best interests of the Department. Preference in scheduling one continuous period of time for vacation shall be by seniority, provided vacation requests are made between the end of the official shift bidding and December 31<sup>st</sup> of the year prior to the calendar year in which the vacation is taken. All other vacation requests will be made on an as available basis, and will be granted by the Department consistent with operational needs. Employees shall give at least five (5) days' notice to their supervisor prior to using vacation hours. The Chief of Police or a sergeant may grant exceptions.

The maximum amount of vacation that may be taken at any given time shall be that which has accrued to the employee concerned.

The minimum amount of vacation that may be taken at any given time shall be one (1) hour.

Paid vacation may not be used until after completion of the Field Training Program unless an exception is granted in writing by the Chief of Police.

### **11.5 Vacation Bank Pay-Off**

Once per fiscal year, the employee may request up to 40 hours of their vacation bank be paid as extra wages. Forms and instructions are available from the Finance Director.

## **ARTICLE 12 – HOLIDAYS**

On January 1<sup>st</sup> each calendar year, regular, full time officers will be granted 48 hours of Personal Holiday. On July 1<sup>st</sup> of each year, regular, full time officers will be granted 48 hours of Personal Holiday. Personal holiday use must be approved by the supervisor at least five (5) days in advance to allow for consideration of scheduling and staffing needs.

The minimum amount of personal holiday leave that may be taken at any given time shall be one (1) hour and will be used at a straight time rate.

Officers may use personal holidays at any time during the year, either singularly or in conjunction with other entitled time off, with appropriate approval as noted above.

Upon resignation or termination, any accrued, unused holiday time will be paid prorated for purposes of payoff, based upon the actual number of holidays that would have occurred during the calendar year as of the date of termination.

Personal holiday time may not be used until after completion of the Field Training Program unless an exception is granted in writing by the Chief of Police.

Personal Holidays not taken by December 31 of each year will be credited to the employee's vacation bank, subject to the vacation maximum in Section 11.2 of this agreement.

## **ARTICLE 13 – SICK LEAVE**

### **13.1 Accrual**

Full time employees shall accrue sick leave at a rate of eight (8) hours per calendar month of employment. Sick leave will accrue each pay period based on all compensated hours. Employees do not accrue sick leave when they are on leave without pay

### **13.2 Utilization**

Regular employees with accrued sick leave are eligible to use sick leave for the following reasons:

- Personal illness or physical disability.
- Quarantine of an employee by a physician.
- Medical and dental appointments. Employees must obtain approval from their supervisor in advance of routine medical and dental appointments. Approval shall not be unreasonably denied. If possible, employees should schedule medical and dental appointments during off-duty hours.
- Illness of an immediate family member. Immediate family for the purpose of this Article is defined as: parents, spouse, domestic partner as defined by Oregon law, dependent children, parents-in-law, or any family member living with the employee's household.
- Parental leave.
- Pregnancy leave.

- Bereavement leave.
- Family medical leave.

### **13.3 Abuse or Excessive Use**

Abuse or excessive use of sick leave shall constitute just cause for disciplinary action up to and including termination. Excessive use will be measured on the basis of more than six (6) occurrences in any one year. More than six (6) occurrences does not necessarily constitute an attendance problem. However, this will trigger and justify questions by a supervisor regarding employee's attendance. To determine if a problem exists, the supervisor will examine an employee's overall attendance history. In any event, the employee will be given appropriate warning of consequences and progressive discipline if attendance is determined to be a problem.

### **13.4 Maternity Leave**

The City shall abide by applicable federal or State law governing maternity leave.

### **13.5 Integration with Workers' Compensation**

Whenever an employee receives workers' compensation benefits, the employee will turn over the insurance payment to the City and in-turn, the City will pay the employee his/her regular base net pay (which shall include certification and experience pay).

After the first thirty (30) calendar days of absence, deductions from the employee's sick leave and other leave banks, as appropriate, will be made automatically to make up the difference between the workers' compensation payment and the employee's regular base net pay (which shall include certification and experience pay). Employees who have exhausted all accrued leave will not receive this supplemental payment.

## **ARTICLE 14 – OTHER LEAVES**

### **14.1 Bereavement**

In the event of death in the employee's immediate family (spouse, parents, parents-in-law, children, step children, foster children, siblings, siblings-in-law, grandparents and grandparents-in-law, domestic partners and other relatives not listed, but residing in the employee's household), an employee shall be granted a leave of up to three (3) days leave with pay (or five (5) days leave with pay when significant travel is required). Additional leave of absence may be granted on an individual basis and requests must be approved in advance by the Police Chief and the City Administrator or designee. This leave is non-cumulative.

For the purpose of this Article, "immediate family" shall be defined as spouse, parents, parents-in-law, children, step children, foster children, siblings, siblings-in-law, grandparents and grandparents-in-law, domestic partners as defined by Oregon law, and other relatives not listed,

but residing in the employee's household. The City reserves the right to require an employee to sign an affidavit verifying a domestic partnership relationship.

#### **14.2 Leave of Absence Without Pay**

An extended leave of absence without pay, not to exceed six (6) months, may be granted by the City Administrator. Employees requesting such leave must do so in writing and must establish reasonable justification for approval.

All accrued vacation and sick leave must be exhausted before placement on, or approval of, leave without pay.

A leave of absence without pay not to exceed forty (40) hours (cumulative within each fiscal year) may be granted by the Chief. Employees requesting such leave must do so in writing and must establish reasonable justification for approval. The City Administrator is the only person who may authorize leave of absence without pay over forty (40) hours. The leave of absence cannot impact/affect the operations of the City.

Employees who are on leave of absence, other than those on qualifying federal family medical leave (FMLA) or Oregon family leave (OFLA), and who do not work a minimum of eighty (80) paid hours in a month will no longer be eligible for health insurance.

Sick leave, holiday and vacation do not accrue when an employee is on a leave of absence without pay. Additionally, employees who are on leave without pay for 30 calendar days or more will have their seniority, leave accrual rate, and merit date adjusted to reflect the time away, unless the leave is due to military leave, family medical leave, workers' compensation, or other legally protected leave.

#### **14.3 Jury Duty**

If an employee is called for jury duty or is subpoenaed as a witness under circumstances beyond the employee's control, and where such duties are in the public interest, the employee will be continued at full salary and benefits for the period of required service. All monies received as witness fees or pay for jury duty, except for mileage allowance, must be signed over to the City, unless such fees were earned on the employee's days off or during other authorized leave. The employee shall be required to report to work when less than a normal day is required by jury or witness duties.

This leave policy does not extend to personal interest court appearances such as, but not limited to, divorces or lawsuits not related to employment.

#### **14.4 Military Leave**

The City will abide by all applicable laws.



## **ARTICLE 15 – HOURS OF WORK**

### **15.1 Workday**

Patrol: A normal workday for employees shall consist of ten hours per day on the basis of a four-day week.

### **15.2 Workweek**

A normal workweek shall consist of four (4) ten- (10) hour days scheduled during a seven- (7) day calendar period. Days of work and days off shall normally be scheduled consecutively, except in an extreme emergency, consistent with the operational needs of the Department. Other shifts may be established by the Chief of Police based on operational needs of the department.

If time worked in excess of forty (40) hours per workweek is due to shift changes, and the total hours worked do not exceed one hundred seventy-one (171) hours during a work period of twenty-eight (28) consecutive days, it shall not be considered overtime.

### **15.3 Rest Periods**

Rest periods of fifteen (15) minutes shall be permitted during each half shift. Rest periods will be considered on-duty time. The Department will schedule rest periods to the extent possible, consistent with operational needs.

### **15.4 Meal Periods**

All employees shall be granted a paid meal period of thirty (30) minutes during each work shift, consistent with operating requirements of the Department.

### **15.5 Shift and Days-Off Bidding**

On or before October 1<sup>st</sup> of each year, the Department shall open the shift and days off bid process for the following year. Officers shall enter their names on this roster in the order of their seniority. No officer, however, shall continue on the same shift for more than twelve (12) consecutive months. Officers who fail to sign the roster five days after proper notification shall be assigned a shift and days off by the Department. Exceptions may be granted by the Chief of Police. Employees who are reassigned in the middle of the annual shift cycle shall not be able to bump other employees upon reassignment. All employees who are assigned to the DPSST academy or the department Field Training Program will be assigned to the roster before bidding occurs.

Bidding will take place from October 1 through no later than November 15. Employees will bid for a January-June shift and a July-December shift.

Upon completion of the shift bid process, officers will have a fifteen (15) day period in which to request a shift trade with another officer. Shift trades are subject to approval of the Chief of Police.



Employees working assignments outside the normal shift rotation will be allowed to bid for the six month bid period, following their return, if the date of their return is known during the annual bid process.

Between regular shift rotations, the Chief or a designee may, for good cause and based upon a good faith analysis of operational and personnel needs of the Department, reassign employees to a different shift. Such good faith assignments shall not be grievable, but employees shall receive seven (7) calendar days' notice prior to such re-assignments, unless precluded by an emergency, and shall be afforded the opportunity to discuss the matter with the Chief. Upon mutual agreement, employees may adjust their hours of work or days off without seven days' notice.

## **ARTICLE 16 – COMPENSATION**

### **16.1 Salary**

Salaries covered by this Agreement shall be in accordance with the schedules set forth in Appendix "A" attached hereto and incorporated into this Agreement. Annual progression through the salary range shall be based on the employee meeting job-related performance standards.

Effective July 1, 2013, salaries will be increased above the 2012 salaries by two point five percent (2.5%).

Effective July 1, 2014, salaries will be increased above the salaries that went into effect on July 1, 2013, by the percentage change in the CPI-U, Portland-Salem, measured from December 2012 to December 2013; however, the increase will be a minimum of two point five percent (2.5%) but will not exceed three percent (3%).

Effective July 1, 2015, salaries will be increased above the salaries that went into effect on July 1, 2014, by the percentage change in the CPI-U, Portland-Salem, measured from December 2013 to December 2014; however, the increase will be a minimum of two point five percent (2.5%) but will not exceed three percent (3%).

Between January 15, 2014 and February 28, 2014, the City will make a one-time payment of five hundred dollars (\$500) (less withholdings and deductions) to eligible employees employed by the City as of January 1, 2014.

### **16.2 Placement on the Salary Schedule**

A new employee shall generally be hired at Step 1 of the salary schedule and shall be eligible to advance to Step 2 contingent upon a satisfactory performance evaluation and six (6) full months of service. Thereafter, employees move through the salary steps at 12 full month intervals from the date of their initial hire.

Experienced police officers may be hired at any step above Entry Level. When hired above entry level, the employee will only be eligible for an increase in salary after one full year of service.

### **16.3 Retirement**

The retirement benefits are those provided by ORS 238 and 238A, and applicable rules and regulations, which may change. All employees are eligible for membership in the Oregon Public Employees Retirement System (PERS) six (6) months after employment in accordance with PERS rules and regulations. The City will pay the employer's and employee's contributions (up to six percent (6%), as required by Oregon law.

### **16.4 Certification Pay**

There are two police-related certifications from Oregon DPSST, which the current Police Chief believes add value to a Police Officer's ability to perform his/her job functions with the City of Fairview. To recognize the value added to the City from police personnel achieving certifications, the following will be paid:

<u>Certification</u>	<u>Monthly Certification Pay</u>
Intermediate	Three percent (3%) of the applicable base salary in Appendix A
Intermediate and Advanced	Four percent (4%) of the applicable base salary in Appendix A

Certification pay must be made from available Police Department appropriations and paid on a pro-rata basis for each pay period after proof of certification is submitted by the employee to the Finance Director.

### **16.5 Experience Pay**

The City values the experience and expertise of long-term employees. To recognize the value added to the City from the service of employees, the following experience (longevity) pay will be paid monthly:

5 years to 9 years 11 months	\$ 50/month
10 years to 14 years 11 months	\$ 100/month
15 years to 19 years 11 months	\$ 150/month
20 years or more of service	\$ 200/month

### **16.6 Acting Pay**

When an employee of a lower pay range performs the duties of a higher pay range when appointed as "Acting" in the higher range for a period exceeding 15 workdays, that employee will receive a 5% increase from date of appointment, or will be paid at the entry level, whichever is higher, provided:

- A. The Acting assignment was made in writing by proper appointing authority, and
- B. The employee meets the minimum job requirements for the higher authority and responsibility; or the City Administrator waives such minimum requirements.

#### **16.7 Field Training Officer Pay**

Certified Field Training Officers will receive a five percent (5%) increase over their basic salary for each day they are assigned to train a full time police recruit or a reserve officer during the designated training period. Payment will be based on the City's two-week payroll period.

#### **16.8 Bi-Lingual Pay**

The City shall pay an additional three percent (3%) of the applicable base salary in Appendix A to officers fluent in a language other than English (such as Spanish, Russian or American Sign Language) that is deemed of value to the City in the rendition of law enforcement services in this community.

Fluency shall be established either through academic credentials of the officer, or testing determined by the City consistent with nationally recognized proficiency standards.

### **ARTICLE 17 - OVERTIME**

#### **17.1 Definition**

As used in this contract, "overtime" shall mean that time an employee is authorized and directed to work in excess of his/her regularly scheduled work day, or any time in addition to a scheduled 40-hour shift week. Compensatory time taken as paid leave does not count as hours worked for the purpose of calculating overtime.

Overtime shall be computed to the nearest quarter hour.

In the event an employee works during a shift impacted by a transition to or from Daylight Savings Time, the following rules shall govern:

If the transition results in an officer working a longer shift by reason of adjustment to clocks, he/she shall receive overtime compensation for all hours in excess of ten (10) successive hours of time actually worked.

If the transition results in an officer's shift concluding before he/she has worked a full ten (10) successive hours by reason of adjustment of clocks, , the officer will be required to continue working until ten (10) successive hours have been worked. [Officers not working a full ten hours face a reduction in pay for that shift, or will be obligated to use accrued leave for the time not worked.

## 17.2 Callback

Callback is defined as hours worked after a length of time exceeding 59 minutes from the end of a scheduled shift. Employees shall be compensated for a minimum of three (3) hours of duty at the overtime rate when called back to duty. Callback does not include overtime that is continuous with the beginning or end of an employee's shift, nor does it include situations in which returning to work is voluntary. In no event shall the City be required to pay twice for the same hours.

Time spent by employees called back to work to correct improper work that should have been performed during normal working hours, or for remedial training, shall not be considered callback.

For calculating the actual time worked, the following provisions apply:

**Court callback:** Paid time begins when the employee leaves the police department to drive to a court location or, in the event of Fairview Municipal Court, the time of the scheduled appearance. If an employee elects to depart directly from home to the court location, the travel time allowed will be based on the travel time from the Fairview Police Department to the court location.

**Employees called out for specialty assignments:** When an employee is called out to respond to an emergency such as members of the Major Crimes Team, Vehicle Crimes Team or the East Metro Gang Enforcement Team, paid time begins when the employee is en route to the callout location.

**Employees called back to work while on any leave:** If the callback is other than their normal hours, the regular callback provisions apply. If the callback is during their regularly scheduled work hours, the actual hours worked will be deduced from that days leave hours.

## 17.3 Rate

Overtime shall be compensated at the rate of time and one-half the regular salary rate, but in no event shall such compensation be received twice for the same hours. Compensation shall be in the form of cash payment, unless the employee chooses to accrue compensatory time as outlined below. Overtime shall be paid no later than the pay period following the pay period in which it was accrued.

## 17.4 Compensatory Time

An employee may accrue up to and maintain 40 hours of compensatory time off in lieu of cash payment. The City maintains discretion whether to compensate overtime hours in the form of pay or compensatory time. All compensatory time off shall be scheduled and taken in accordance with the best interest of the Department. Compensatory time off will be granted by

the Department consistent with operational needs. Employees shall give at least three (3) days' notice to their supervisor prior to using compensatory time for a paid leave.

Compensatory time taken as paid leave does not count as hours worked for the purpose of calculating overtime hours.

## **ARTICLE 18 – INSURANCE**

### **18.1 Medical, Dental, Vision**

Subject to the terms of the applicable plans and the insurer's determinations, employees will have insurance coverage through the Oregon Teamsters Employees Trust G/W Plan with Dental 6, Vision 4 and the Kaiser option, for regular full-time employees and their dependents.

It is understood that the Teamsters Trust has the sole control over plan benefits in order to properly maintain the viability of the trust. As such, the City is not obligated to bargain over any plan changes the Trust deems appropriate.

Effective July 1<sup>st</sup>, 2013, the City will pay ninety-five percent (95%) of the monthly premium for health, vision and dental insurance coverages for eligible employees; eligible employees will pay five percent (5%) of the monthly premium. Effective July 1, 2014 the City will pay ninety percent (90%) of the monthly premium for medical, dental and vision coverages, and eligible employees will pay ten percent (10%) of the monthly premium.

If there will be an increase in the monthly premium for health, vision and dental insurance coverages that exceeds fifteen percent (15%) of the premium in effect on July 1, 2013, then the association may request to re-open the agreement any time after July 1, 2014, for the sole purpose of negotiations concerning health, vision and dental insurance coverages.

An employee must be in paid status at least eighty (80) hours in the qualifying month to be covered for the next month. (Examples: An employee begins employment January 10 and is on paid status the required 80 hours in this month. The employee is then covered in the month of February. An employee terminates January 25 after being on paid status the required 80 hours. The employee is covered for the month of February. In both cases, if an employee is not on paid status the required 80 hours in January, the employee would not be covered in February). Paid status does not include overtime hours worked or "cash out" of accrued leave.

### **18.2 Workers' Compensation Insurance**

The City provides insurance for work related injuries. The insurance meets the requirements set out in Oregon law. Benefits include medical treatment and care as well as disability compensation during periods of time lost from the job due to job-related injuries.

### **18.3 Life and Disability**

The City provides and pays for fifty percent (50%) of the premium for Life/Accidental Death Insurance and Disability Insurance through Standard Insurance Company. Employees pay the remaining fifty percent (50%) of that premium. Employees are encouraged to contact the City's Finance Director for more information on these plans.

#### **18.4 Deferred Compensation**

The City has established a deferred compensation plan. Deferred compensation is a voluntary plan available to eligible employees to help save for retirement. Regular employees are eligible to participate in the Deferred Compensation Plan. Contact the Finance Director for further information.

### **ARTICLE 19 – GENERAL PROVISIONS**

#### **19.1 Outside Employment**

Employees are required to notify the Chief of Police, as soon as reasonably practical, if they will be employed outside the City. For purposes of this Article, employment includes all paid employment, on-going self-employment, volunteer firefighter, and reserve law enforcement officer. In order to work at outside employment, such employment must be approved by the Chief of Police and must conform to the following:

- A. Be compatible with the employee's City work;
- B. In no way detract from the efficiency of the employee in the City work;
- C. In no way be a discredit to City employment; and
- D. Always be secondary to City employment, even when the employee is called upon for extra City work.

Any employee authorized to work for an outside employer shall not use any part of a City-provided uniform or City property while engaged in outside employment, unless authorized by the Chief of Police.

The Chief or his/her designee may at any time revoke permission for outside employment if, in his/her judgment, such employment is contrary to the requirements above.

#### **19.2 Training**

Mandatory training – When an employee is assigned to attend a mandatory training activity, the following shall apply:

- A. All receipted course registration fees, tuition, and other out-of-pocket expenses shall be paid or reimbursed by the City. All textbooks and other literature received as a result of taking the training shall be the property of the City.



- B. All mileage and per diem shall be reimbursed in accordance with this Agreement.
- C. All time required for travel and course attendance shall be paid at the employee's regular or overtime rate, as applicable. For the purpose of mandatory training, overtime will only be paid when the employee exceeds 171 actual work hours as defined by the FLSA and the 7(k) exemption in a 28-day work period.

Voluntary Training – Training to which an employee is not specifically assigned pursuant to the above section, shall be designated as voluntary training. Such training may occur on paid or non-paid time or a combination thereof and may be with full, partial or no reimbursement of expense. Employees will submit a Department Training Request form as per policy. At the time that a training request is approved, the Department shall specify whether the training is considered to be voluntary or assigned and, if voluntary, the specified expenses, if any, the City will reimburse and the paid time, if any, the City will grant.

### **19.3 Mileage**

Whenever an employee is pre-authorized to use his/her personal vehicle in the performance of official City duties, he/she shall be compensated at the IRS rate.

### **19.4 Expenses**

Reimbursement for subsistence on official trips shall be the amount of actual and reasonable expense incurred, up to the reimbursement rates established by federal law and regulation, during the performance of official duty as a City employee for the City's benefit.

The purchase of alcoholic beverages with City funds is prohibited and will not be reimbursed. Receipts are required for reimbursement.

### **19.5 Uniforms**

If an employee is required by City policy to wear a uniform, such uniform shall be furnished by the City and the City shall pay for initial tailoring. Any required footwear is specifically excluded from this provision and shall be the responsibility of the employee to provide. The employee shall make restitution to the City for loss or damage to any City supplied uniform unless such loss or damage occurred in the line of duty and was not caused by negligence on the part of the employee.

The City shall provide for cleaning of the uniform in a manner specified by the City.

The City will pay employees two hundred dollars (\$200) on or before July 31<sup>st</sup> of each year purchase of footwear, black socks, vests, shirts and t-shirts that are required by the City. The payments of compensation are subject to payroll taxes

### **19.6 Clothing Allowance**

The City will provide a clothing allowance for employees while assigned to plain clothes duty at the rate of \$50 per month. The provisions of this section shall apply to a plainclothes assignment

for more than 30 consecutive days, in which case the allowance will be paid retroactive to the first day of the plain clothes assignment. If such assignment exceeds 30 consecutive days, the allowance will be paid back to the first 30 days.

### **19.7 Property Reimbursement**

The City shall reimburse employees for the reasonable costs of personal property reasonably and necessarily worn or carried and which is not furnished by the City when such property is stolen, damaged, or destroyed as direct result of the employee's performance of his/her official duties. Reimbursement shall not be granted if the negligence or wrongful conduct of the employee was a substantial contributing factor to the theft, damage or destruction. For purposes of this section, extravagant or lavish items are not considered reasonable. For example: A Rolex wristwatch, expensive jewelry or an expensive pen.

### **19.8 Supervisor Availability**

A department supervisor or Sergeant will be on duty or on call. If no Sergeant is on duty, one will be designated "on call." The "on call" Sergeant will answer a page or call within 15 minutes.

### **19.9 Savings Clause**

If any article or section of this Agreement or any amendment thereto should be held invalid by operation of the law, or by any lawful tribunal having jurisdiction, or if compliance with or enforcement of any article or section should be restricted by such tribunal, or applicable administrative agency, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section, if possible.

## **ARTICLE 20 – PROBATIONARY PERIOD**

The entry probationary period shall be 18 months. Prior to completion of the probationary period, employees may be discharged at any time without cause and without appeal. If a new employee has a current Oregon DPSST Basic Certificate or has an out of state certificate that, after review by DPSST qualifies the employee for the DPSST two week Career Officer Development Course, the employee will only be required to serve a 12-month probationary period if the employee obtains basic Oregon Certification within 12 months.



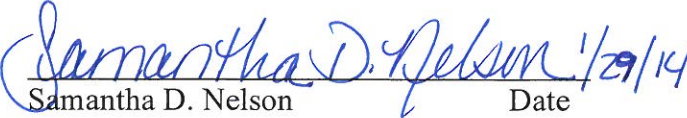
## ARTICLE 21 – TERM OF AGREEMENT

This Agreement shall be effective July 1, 2013, through June 30, 2016.

The Agreement shall remain in full force from year to year thereafter, unless either party shall serve written notice upon the other of a desire to terminate the Agreement no later than February 1 of the year it would otherwise expire. The Agreement shall remain in full force and effect during the period of negotiations.

**CITY OF FAIRVIEW, OREGON**

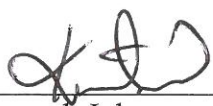
**FAIRVIEW POLICE OFFICERS'  
ASSOCIATION**

  
Samantha D. Nelson  
City Administrator

Date

  
Bradley Robertson  
President

Date

  
Kenneth Johnson  
Chief of Police

1/27/14  
Date

  
Billy Epperson  
Vice President

01-27-14  
Date

## APPENDIX A SALARY SCHEDULE

### City of Fairview Salary Schedule

Effective July 1, 2012- June 30, 2013:

Position Title	Minimum	Maximum	Step 1	Step 2	Step 3	Step 4	Step 5	Max
Police Officer	\$ 4,022	\$ 4,223	\$ 4,022	\$ 4,223	\$ 4,434	\$ 4,656	\$ 4,888	\$ 5,133
	\$ 48,264	\$ 50,676	\$ 48,264	\$ 50,676	\$ 53,208	\$ 55,872	\$ 58,656	\$ 61,596

Effective July 1, 2013- June 30, 2014:

Position Title	Minimum	Maximum	Step 1	Step 2	Step 3	Step 4	Step 5	Max
Police Officer	\$ 4,123	\$ 4,329	\$ 4,123	\$ 4,329	\$ 4,545	\$ 4,772	\$ 5,010	\$ 5,261
	\$ 49,471	\$ 51,943	\$ 49,471	\$ 51,943	\$ 54,538	\$ 57,269	\$ 60,122	\$ 63,136

Effective July 1, 2014- June 30, 2015:

Position Title	Minimum	Maximum	Step 1	Step 2	Step 3	Step 4	Step 5	Max
Police Officer	<i>* Increase per Article 16.1</i>							

Effective July 1, 2015- June 30, 2016:

Position Title	Minimum	Maximum	Step 1	Step 2	Step 3	Step 4	Step 5	Max
Police Officer	<i>* Increase per Article 16.1</i>							